

THE STATE OF TEXAS)
COUNTY OF TARRANT)

Douglass Distributing
attn: Madalyne Lange
325 E. Forest Ave
Sherman, Tx 75090

SPECIAL PURPOSE LEASE

This Lease made and entered into this 11th day of January, 2011, by and between, CHARLIE HALL dba HALL'S GROCERY, herein referred to as "MARKETER" or sometimes called "LESSOR" (whether one or more) and W. DOUGLASS DISTRIBUTING LTD., herein referred to as "COMPANY" or sometimes called "LESSEE" is as follows:

1. PROPERTY

The real property at 4200 Glade Rd, Colleyville, TX 76034, covered by this Lease, is more fully described on Exhibit "A", attached hereto and made a part hereof for all purposes. The specific portion of the real property upon which COMPANY is entitled to install, maintain, and/or operate its equipment for is more fully described on Exhibit "B", attached hereto referred to as "Marketing Premises" and made a part hereof for all purposes. In this regard, it is expressly agreed and understood that this Special Purpose Lease, although affecting the real property described on Exhibit "A", shall be construed to apply specifically only to that portion of such real property which is more clearly set forth on Exhibit "B", together with rights of ingress and egress as shall be necessary to repair, maintain, and/or operate such equipment as may be installed by COMPANY, said equipment being described in Exhibit "C", attached hereto to promote the sale of gasoline, and diesel, herein referred to as "Products".

2. TERM

The base term of this Special Purpose Lease shall be for a period of ten (10) years from January 11, 2011 through January 11, 2021. The term shall automatically be deemed renewed for one year and shall automatically be similarly renewed from year to year thereafter until such notice of termination shall be given prior to the end of any yearly period. Termination of this Special Purpose Lease shall not discharge either party of its duties and obligations occurring prior to termination.

3. SPECIAL USE

COMPANY shall have the exclusive right during the term of this Lease to use the leased property for the purpose of selling the above described Products and the installation, operation and maintenance of equipment and facilities in connection therewith, and shall use the leased property for no other purpose. MARKETER reserves the right to continue to use the leased property for the operation of a retail business of its choosing so long as its operation is compatible with the above-described use by COMPANY.

4. IMPROVEMENTS

COMPANY agrees to furnish Product marketing equipment upon the leased property. Such equipment is installed in accordance with existing laws and regulations. MARKETER agrees to keep said underground installation in compliance with current State and Federal environmental regulations during the lease term. COMPANY agrees to keep said marketing equipment in compliance with current State and Federal regulations during the lease term.

5. TITLE TO EQUIPMENT

All machinery, apparatus, signs, canopy, tanks, and equipment furnished by MARKETER to the leased premises shall be and remain the property of MARKETER and shall be considered personal property. All signs and credit card devices furnished by COMPANY to the leased premises shall be and remain the property of COMPANY and shall be considered personal property. Appropriate Uniform Commercial Code documents shall be executed and filed to evidence this fact. Under no circumstances shall any of the items furnished by COMPANY be considered fixtures, regardless of the fact that they may be buried underground, set in concrete, or bolted to concrete poured upon the leased premises. COMPANY shall have the right, at its option, at any time before the expiration or termination of this Lease, and for a reasonable time thereafter, to remove same at its expense. When the equipment is removed, COMPANY will restore the premises to original condition at COMPANY'S cost. If this contract is terminated, equipment will be removed within sixty (60) days following the effective date of termination.

6. MARKETER'S REPRESENTATIVES

MARKETER specially represents to COMPANY as follows:

- (a) MARKETER is the owner in fee simple of the real property described on Exhibit "A".
- (b) MARKETER will obtain the written consent, as hereinafter set forth, to this Lease of any lienholder on the real property and if MARKETER is not the owner, MARKETER shall obtain the written consent of the owner to this

Lease.

[c] Further, should MARKETER be in default in the payment of any mortgage debt, taxes, or other liens on the premises, or in the event that MARKETER is itself a Company of the premises, and MARKETER should be in default under the terms of MARKETER'S lease, COMPANY shall have the right at any time to pay in behalf of MARKETER any such obligation in which MARKETER may be in default. In the event of any such payment by COMPANY of any sum in which MARKETER may be in default, COMPANY shall be subrogated to the rights of the recipient of such payments and may deduct any such payments from subsequent rentals, commissions, or other sums due MARKETER from COMPANY, in addition to all other rights and remedies afforded by law.

7. CONSIDERATION

The consideration for this Special Purpose Lease shall be the sum of ONE DOLLAR AND NO/DOLLARS (\$1.00) per year, with the first ten (10) years rental being prepaid by COMPANY with the execution of this Special Purpose Lease, and if the execution this date by the parties hereto of a Marketing Agreement under the terms of which MARKETER agrees to purchase for resale: fuel products of COMPANY from leased premises, reference being hereby made to said Marketing Agreement for all purposes.

8. TAXES

MARKETER shall pay taxes and assessments, general and special, on Marketing equipment, as the same shall occur and before they become delinquent.

9. WARRANTY

Except as hereafter provided, MARKETER hereby fully warrants ownership and title to the leased property and will defend the same against all claims of all persons and agrees that COMPANY shall have the right at any time, to redeem for MARKETER by payment, any mortgage debt, taxes or other liens thereon in the event of a default by MARKETER and be subrogated to the rights of the holder thereof and may deduct any such payments from subsequent sums due MARKETER from COMPANY, in addition to all other rights and remedies afforded by law. If the property leased by MARKETER hereunder is not owned by MARKETER in fee simple, but instead is leased or held under some agreement, then this Lease shall be subject to and limited by the terms and conditions in such lease or agreement.

10. USE OF PREMISES

If the use of said property for the sale of Products on said property shall be prohibited or enjoined by lawful authority, or if all or any part of said property is taken in condemnation, or if other circumstances beyond COMPANY'S control render the property unsuitable for the purpose of COMPANY, COMPANY may, at its option, by giving to MARKETER thirty (30) days' notice of its intention to do so, terminate this Lease upon payment of all rentals due up to the expiration of said thirty (30) day period.

COMPANY shall negotiate settlement with the condemning authority for that portion of the installation and equipment owned by COMPANY which is taken in condemnation and where the Lease continues in effect, COMPANY shall relocate its equipment and improvements, at its expense, on the leased property and otherwise restore that portion of the premises to a condition equal to its prior condition and satisfactory for the purpose of selling fuel.

11. PERMITS AND LICENSES

MARKETER shall fully cooperate in procuring in the name of the COMPANY or COMPANY'S nominee, all permits, authorizations and licenses required, or, in COMPANY'S opinion, deemed reasonably necessary or desirable for the conduct on said premises of the business of selling gasoline, including necessary building permits.

12. NUISANCE

MARKETER covenants and agrees that it will not permit any nuisance to be created, maintained, or carried on upon said property.

13. INSURANCE

All increases in liability, fire, or hazard insurance premiums of MARKETER caused by the use of the leased property for the dispensing of Products shall be paid by MARKETER. COMPANY shall insure and keep continuously insured to their full insurable value, all apparatus and equipment owned by COMPANY.

14. INDEMNIFICATION

Each party is solely and alone responsible for its own negligent acts and omissions, and of those of its agents or employees. Each party to this Special Purpose Lease agrees to protect, indemnify, and hold the other party free and harmless from and against any and all claims, liens, demands, and causes of action of every kind and character, including the amounts in judgments, penalties, interest, court costs and legal fees incurred by the other party, in defense of same arising in favor of Governmental agencies, or any other third parties (including employees,

sub-companys or sub-marketers or sub-contractors), on account of taxes, claims, liens, debts, personal injuries, death or damages to property; and without limitation by enumeration, all other claims or demands of every kind or character occurring or in anywise incident to, in connection with or arising out of the work to be performed by each party hereunder except insofar as responsibility may be expressly assumed by each party herein under the provisions of this Agreement.

15. RIGHT TO ASSIGN OR SUBLET

MARKETER acknowledges that this Special Purpose Lease is personal to MARKETER. Any attempt by MARKETER to transfer this Special Purpose Lease or to sublet the Marketing Premises, or any interest therein, in whole or in part, by assignment, sale, gift, mortgage, pledge or other means, without COMPANY'S prior written approval, shall constitute a default of this Lease and any such transfer shall be void. Course of dealing, correspondence, interviews or business counseling by COMPANY, from or with persons other than MARKETER, shall not be deemed to be a consent or acquiescence to an attempted or proposed transfer. MARKETER shall comply strictly with any applicable state law governing assignment.

16. PROHIBITION OF OPERATION

The parties agree that if the operation of fuel dispensing equipment shall, by any governmental regulations or authority, be prohibited, or necessary permits for such operations be refused, this Lease shall be void and of no force or effect, and the parties hereto shall be discharged from any and all obligations or liabilities hereunder. COMPANY shall, within ten (10) days of receipt of such notice of prohibition or refusal, notify MARKETER thereof in writing, and COMPANY shall thereafter remove all of its owned equipment previously installed on said premises within ninety (90) days of receipt by MARKETER of said written notice from COMPANY. COMPANY may, at its sole option, elect to contest such prohibition or refusal, in which event said notice shall be given by COMPANY within ten (10) days of the date upon which said prohibition or refusal is made final or the date which any right of appeal or rehearing expires.

18. COMPLIANCE WITH LAWS; SEVERABILITY OF PROVISIONS

Both parties expressly agree that it is not the intention of either party to violate statutory or common law and that if any sentence, paragraph, clause or combinations of same is in violation of any law, such sentences,

paragraphs, clauses or combinations of same shall be inoperative and the remainder of this agreement shall remain binding upon the parties.

18. NOTICES

All notices, payments and demands shall be made by registered mail, return receipt addressed and delivered to the appropriate party at the following respective addresses:

MARKETER: Charlie Hall dba Hall's Grocery
4200 Glade Rd
Colleyville, TX 76034

COMPANY: W. Douglass Distributing LTD.
325 E. Forest Ave. PO Box 1124
Sherman, TX 75091

or at such other office address as such party shall from time to time designate as the address for such purpose, by certified or registered mail with return receipt requested addressed to the other party, with proper postage affixed.

19. GOVERNING LAW AND ARBITRATION

- A. THIS AGREEMENT, INCLUDING ALL MATTERS RELATING TO ITS VALIDITY, CONSTRUCTION, PERFORMANCE, AND ENFORCEMENT, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. In the event of any conflict of law, the laws of Texas shall prevail, without regard to the application of Texas conflict-of-law rules. If, however, any provision of this Agreement would not be enforceable under the laws of the State of Texas, and if the Facility is located outside of Texas and such provision would be enforceable under the laws of the state in which the Facility is located, then, such provision shall be interpreted and construed under the laws of that state.
- B. The Parties hereto agree that any and all disputes between them, and any claim or controversy arising out of, or related to this Agreement, or the making, performance, or interpretation thereof, shall be finally settled solely and exclusively by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") or any successor organization. The place of arbitration shall be Sherman, Texas, and the laws applicable to the arbitration procedure shall be the laws of the State of Texas.

- C. The procedure for the selection of the arbitrator(s) shall be prescribed by the AAA or its successor, provided, however, that if the AAA or a successor is not in existence or does not provide such a procedure, then each party hereto shall select one arbitrator and said arbitrators shall select a third.
- D. The award of the arbitrator(s) shall be the sole and exclusive remedy between the parties regarding any claims, counterclaims, issues, or accountings presented or pled to the arbitrator(s); shall be made and shall promptly be payable free of any tax, deduction, or offset; and any costs, fees, taxes incident to enforcing the award shall, to the maximum extent permitted by law be charged against the party resisting such enforcement. Judgment upon the award of the arbitrator(s) may be entered in the court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the award or for an order of enforcement.
- E. The cost of arbitration shall be taxed and borne as provided by the Uniform Arbitration Act, as in force in the State of Texas.
- F. Nothing herein contained shall bar the right of either party to obtain injunctive relief against threatened conduct that will cause loss or damages under the usual equity rules, including the applicable rules for obtaining preliminary injunctions; provided, however, that such relief must be sought only from a court of competent jurisdiction which is located within Grayson County, Texas.
- G. No right or remedy conferred upon or reserved to any party to this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.
- H. To the extent permitted by applicable law, each party hereto irrevocably waives trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by any of them against any of the others, whether or not there are other parties in such action or proceeding. To the extent permitted by applicable law, any and all claims and actions arising out of or relating to this Agreement brought by any party hereto against the other, shall be commenced within two (2) years (provided, however, that tort claims and actions shall be commenced within one (1) year) from the occurrence of the facts giving rise to such claim or action, whether the occurrence of such facts is known or unknown, or such claim or action shall be barred.
- I. Each of the parties hereto hereby waive, to the fullest extent permitted by law, any right to or claim of any

punitive or exemplary damages against the other and agree that in the event of a dispute between them each shall be limited to the recovery of any actual damages sustained by it.

20. WAIVER

Unless a specific time requirement is set forth in this Agreement, no failure or delay on the part of COMPANY or MARKETER in exercising any of their respective rights under this Agreement shall operate as a waiver or such rights. No single or partial exercise of any rights under this Agreement shall preclude any other or further exercise of such rights or the exercise of any other right under this Agreement.

21. ACCORD

The parties to this Marketing Agreement have discussed the provisions herein and find them fair and mutually satisfactory, and further agree that in all respects the provisions are reasonable and of material significance to the relationship of the parties hereunder, and that any breach of a provision by either party hereto or a failure to carry out same in good faith shall conclusively be deemed to be substantial. COMPANY'S right to require strict performance shall not be affected by any previous waiver or course of dealing.

22. ENTIRETY OF AGREEMENT

This instrument, including any documents incorporated herein, contains the entire agreement covering the subject matter and supersedes any prior Special Purpose Leases, MARKETER Contract, or Motor Fuels Agreement between the parties with respect to the Marketing Premises. THERE ARE NO ORAL UNDERSTANDINGS, REPRESENTATIONS, OR WARRANTIES AFFECTING THIS AGREEMENT, WHICH ARE NOT FULLY SET FORTH HEREIN. No modification of this Agreement shall be binding on COMPANY unless in writing and signed by an executive officer with COMPANY.

23. SUCCESSORS AND ASSIGNS

The covenants and provisions hereto shall extend to and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals as of the date first above mentioned.

COMPANY:

W. DOUGLASS DISTRIBUTING, LTD.

BY: [Signature]

ITS: [Signature]

DATE: 1/11/11

MARKETER:

CHARLIE HALL dba HALL'S GROCERY

BY: X [Signature]

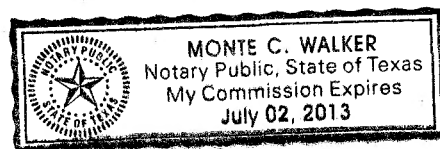
ITS: _____

DATE: 1/11/2011

THE STATE OF TEXAS)
COUNTY OF Tarrant

This instrument was acknowledged before me by Charlie Hall, of CHARLIE HALL dba HALL'S GROCERY, this 11th day of January, 2011.

[Signature] Notary Public, State of Texas



THE STATE OF TEXAS)
COUNTY OF Grayson

This instrument was acknowledged before me by BRAD DOUGLASS, of W. DOUGLASS DISTRIBUTING, LTD., this 11th of January, 2011

[Signature] Notary Public, State of Texas

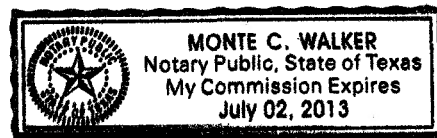


EXHIBIT "A"

Glade Points Addition, Block 1, Lot 2, Per Platt A879...Parcel address 2100 Glade, Colleyville, Texas

EXHIBIT "B"

That portion of the property occupied by the fuel dispensing equipment, including, but not limited to, fuel dispensers, signs, canopy, tank monitor, and console, together with rights of ingress and egress as shall be necessary to repair, maintain, and/or operate such fuel equipment. That property being more fully described in Exhibit A.

EXHIBIT "C"

Gilbarco Passport and Installation
Major Product I.D. and price sign

THE STATE OF TEXAS)

COUNTY OF TARRANT)

MARKETING AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of January, 2011, by and between W. DOUGLASS DISTRIBUTING, LTD., herein referred to as the "COMPANY," and CHARLIE HALL dba HALL'S GROCERY, herein referred to as "MARKETER":

W I T N E S S E T H:

In consideration of the mutual promises contained herein, the parties agree as follows:

1. MARKETER'S DUTIES

MARKETER agrees to operate Product dispensing equipment located at 4200 Glade Road, Colleyville, Texas 76034, Tarrant County, Texas, herein referred to as "Marketing Premises" and to promote the sale of gasoline and diesel, herein referred to as "Products" during such hours as MARKETER'S retail business operated in conjunction therewith is open. MARKETER agrees to remain open fourteen (14) hours each and every day of the year, except Thanksgiving and Christmas. Furthermore, MARKETER represents to COMPANY that MARKETER will manage the Marketing Premises so as to maintain and enhance the public acceptance of COMPANY'S trademarks and products. MARKETER'S Product dispensing equipment shall be used solely for said COMPANY'S Products. MARKETER shall, in conjunction with such operation and promotion, provide, at its expense, all the services required, except those to be provided by the COMPANY, herein, including but not limited to the following: (1) all labor necessary for the operation of said equipment and in cleaning the premises leased by the COMPANY, on which such equipment is located, including the removal of trash and debris from such premises, (2) all utilities, (3) MARKETER agrees that in receiving, storing, handling, offering for sale, selling, delivering for use or using itself products from COMPANY under this contract that the MARKETER will comply, and instruct its employees with respect to same, with all applicable federal, state, and local laws, ordinances, regulations, rules, orders, and permits, including, but not limited to, those governing pollution, the maximum sulfur content of fuel, the lead content of motor fuel, the operation of Stage II vapor recovery equipment, posting of notices or required information on pump stands and dispensers of motor fuel, the use and labeling of product containers, brand

adulterations, commingling, and EPA underground tank gauging requirements. When requested to submit proof of credit card transaction, it is the MARKETER'S responsibility to submit the tickets to the supplier within the designated time frame. It is the MARKETER'S responsibility to read and understand the Credit Card Guide and Electronic Point of Sale operation's manual. Furthermore, it is the MARKETER'S responsibility to monitor Product inventories and report them daily to the COMPANY. MARKETER'S failure or refusal to comply with these obligations shall constitute grounds for termination or nonrenewal of this Marketing Agreement and the relationship between the parties.

2. EMPLOYEES

The number of employees required for MARKETER'S operation hereunder, the selection of such employees, the hours of labor, and the compensation for their services to be paid any and all such employees shall be determined by MARKETER. Such employees shall be the employees of MARKETER exclusively. MARKETER shall and does hereby accept full and exclusive liability for the payment of any and all premiums, contributions, and taxes for workmen's compensation insurance, unemployment insurance, and for old age pensions, annuities, and retirement benefits, now or hereafter imposed by or pursuant to federal or state laws, which are measured by the wages, salaries, or other remuneration paid to persons employed by MARKETER in connection with the performance of this contract; and MARKETER shall indemnify COMPANY against any liability for such premiums, taxes, or contributions respecting MARKETER'S employees that may be assessed against COMPANY.

3. RETAIL SALES PRICE OF PRODUCTS

MARKETER shall sell all Products furnished by the COMPANY at the retail prices established by the MARKETER.

4. TITLE TO GASOLINE

Title to all Products supplied by the COMPANY shall remain in said COMPANY, until the MARKETER, according to the terms herein remits proceeds of the sale to the COMPANY.

5. CREDIT

All amounts due COMPANY under this Agreement are payable by MARKETER, as specified by COMPANY, electronic funds transfer, cashier's check or cash, in U.S. dollars, at time of delivery or order, or such other payment terms or methods, including prepayment, as and where COMPANY may specify. COMPANY

reserves the right to charge MARKETER fees permitted by law for any checks or bank debits submitted by MARKETER which are not honored by the bank or are otherwise returned by the bank. COMPANY may extend credit to MARKETER on such terms and conditions as COMPANY may determine in its sole discretion. If requested, MARKETER shall provide and maintain a letter of credit or shall deposit, assign or pledge, as security to COMPANY, cash, savings accounts, stocks and bonds or other collateral, in such amounts and forms as COMPANY may determine, sufficient to secure payment for one or more loads of motor fuel, as determined solely by COMPANY. MARKETER agrees that COMPANY may use, without prior demand on MARKETER, any or all of such security to satisfy any indebtedness or other obligation to COMPANY including, but not limited to, indebtedness arising from purchases under this Agreement. Following the expiration or termination of this Agreement, COMPANY shall return to MARKETER any remaining portion of such security not required to satisfy any indebtedness or other obligation to COMPANY. At COMPANY'S request, MARKETER shall execute, at any time prior to or during the term of this Agreement, a Security Agreement, a Financing Statement and such prior to or during the term of this Agreement, a Security Agreement, a Financing statement and such other documents as COMPANY may require. In the event MARKETER defaults in the payment of any indebtedness to COMPANY including, but not limited to, indebtedness arising from purchases under this Agreement, or otherwise fails to comply with any credit terms imposed by COMPANY, COMPANY shall have the right, in addition to any other rights, to immediately suspend deliveries of all Products and to apply any security which MARKETER may have given to COMPANY to the payment of any such indebtedness.

6. DELIVERIES

Deliveries shall be made at the Marketing Premises. MARKETER shall take all actions necessary to facilitate the prompt receipt of deliveries, including prompt removal of water; snow and ice from all fill cap areas. COMPANY shall not be obligated to, but may at its option, make single deliveries of Products in less than the standard delivery size, as defined by COMPANY. MARKETER agrees to be obligated for deliveries made to the Marketing Premises with or without a signed delivery ticket. MARKETER recognizes that MARKETER will not always be available at the Marketing Premises to sign such tickets, but that deliveries may nevertheless be made.

7. TRADE NAMES

Dispensing and storage facilities, which are owned by COMPANY, shall not be used for the storage and

sale of other than COMPANY products. Products, grades, trademarks, brand names and packaging shall be those marketed and COMPANY may at any time, add new products or change the grade, specifications, characteristics, delivery package, brand name or other distinctive designation of any product sold by COMPANY under this Agreement, and such products as so added or changed shall be subject to this Agreement. COMPANY may discontinue the sale of any product. Any such discontinuation shall not affect the minimum purchase requirements set forth in Section 27 or any other rights or obligations of COMPANY and MARKETER set forth in this Agreement. Only COMPANY has the right to determine what shall be COMPANY Products. The COMPANY shall have full access to the properties covered hereby at all times to inspect and observe operations thereon and to make inventories, and shall have access at all reasonable times to information pertaining to the operation thereof, including MARKETER'S records relating thereto. MARKETER shall furnish the COMPANY with all information requested concerning operations hereunder which is available to MARKETER and is necessary for the intelligent handling of the operation, and MARKETER shall furnish the COMPANY with such operating reports as it may request from time to time upon forms supplied by said COMPANY.

8. RIGHT OF ENTRY AND INSPECTION

MARKETER shall permit COMPANY or its authorized agents, contractors or representatives to enter the Marketing Premises at any reasonable time to make inspections, to stick tanks, to read meters, to take product samples and to take any other action to preserve the quality and purity of COMPANY'S products or the integrity of COMPANY'S signs, trademarks, service marks or brand names. COMPANY shall not be liable for any interference with MARKETER'S business or for loss of business or profits arising out of the exercise of such right of entry. The COMPANY shall have full access to the properties covered hereby at all times to inspect and observe operation thereon and to make inspections. The COMPANY has invested substantial sums for the purchase and installation of Brand identification signs and imaging material at the premises. Such investment was made in full anticipation of the MARKETER'S purchases of motor fuel from the COMPANY. Accordingly, MARKETER shall pay on or before the first (1st) day of each month ten (10) cents per gallon for every gallon of fuel sold during the previous month at the premises **not** purchased from COMPANY. To the extent reasonably necessary to determine MARKETER'S rental obligation under this paragraph, MARKETER agrees to permit COMPANY to inspect

MARKETER'S business records. MARKETER is responsible for customer's drive-off, theft, spillage, lost funds, mistakes in handling, returned checks, uncollectable accounts, bad credit cards or similar items.

9. COMPENSATION AND REMITTANCES

The COMPANY and MARKETER have contemporaneously of even date herewith entered into a contract agreement. MARKETER agrees to purchase all gasoline and diesel from COMPANY at the Wholesale Price plus 1 (one) cent. Wholesale price is defined as the costs of the Products to the COMPANY plus any applicable taxes, plus all freight, destination charges and other necessary charges in delivering the Products to the Product dispensing equipment, which MARKETER controls and manages. MARKETER agrees to pay for the products by electronic funds transfer (EFT) within 7 (seven) days of delivery. All credit card fees, line charges, equipment rentals and credit card charge backs will be invoiced monthly to MARKETER and due by the 10th of the following month. These charges are drafted separately by EFT.

10. BUSINESS OPERATIONS AND MARKETING FACILITIES

MARKETER acknowledges the substantial Investment COMPANY has made in the development of a high quality image for the COMPANY'S trademarks, trade names and service marks. MARKETER shall preserve the value of COMPANY'S investment by maintaining the appearance of the Marketing Premises in accordance with COMPANY'S high standards. In order to maintain the highest standards of operation and customer service, MARKETER shall:

- 1) devote MARKETER'S major efforts and business expertise to the management of the store and business;
- 2) maintain adequate manpower levels during all operating hours;
- 3) wear approved uniforms while servicing the motoring public during work hours, and require the same of all employees;
- 4) render prompt, efficient and courteous service to all customers;
- 5) be sufficiently proficient in the English language and ensure that all MARKETER'S employees shall have sufficient ability to communicate, in order to ensure high standards of retailing and services;
- 6) attend all training programs required by COMPANY and provide on going training, guidance and supervision to employees in order to ensure high standards of retailing and services;
- 7) maintain an inventory of motor fuel and other high quality products sufficient to serve customers during all business hours.
- 8) employ sound retailing practices, including staying current and abreast of all competitive conditions in MARKETER'S market area, so as to maximize sales of Products; and

- 9) maintain current, complete, and accurate business records,

MARKETER shall:

- 1) not maintain or permit any condition on the Marketing Premises which is unsafe or presents a risk of harm to anyone or anything on the Marketing Premises;
- 2) keep all adjacent sidewalks, curbs and driveways in safe condition, including prompt salting or such other actions as may be necessary to keep the sidewalks, curbs and driveways free from snow, ice, standing water, oil, grease or other products and obstructions;
- 3) keep all area, pump, canopy, ID sign, internally illuminated price sign, fascia and sales room lights on during all operating hours after dark and whenever necessary to ensure adequate visibility;
- 4) implement and maintain procedures for safe operation of the business including safe cash handling and employee training;
- 5) maintain the restrooms, sales room profit center, snack shop, or similar facility in a clean and sanitary manner, and comply with all applicable laws;
- 6) not permit loitering on the Marketing Premises;
- 7) not permit any consumption of intoxicating beverages or the sale or use of illegal drugs on the Marketing Premises;
- 8) keep filled and ready for operation all fire extinguishers on the Marketing Premises;
- 9) not maintain any animal on the Marketing Premises;
- 10) not allow the use of the marketing Premise in connection with any purpose prohibited by law, covenant, condition or restriction; and
- 11) not block, obstruct, restrict or impede access to any pump island used to dispense COMPANY'S Products without COMPANY'S prior written approval and
- 12) maintain all parts of the Marketing Premises in a neat, clean and safe manner, and in compliance with all applicable law concerning health and safety including, but not limited to, those concerning toxic substances, right to know and occupational safety and health;

MARKETER shall keep the Marketing Premises clean, orderly and well-lighted at all times and shall comply with the following standards:

- 1) Sidewalks: keep all adjacent sidewalks, curbs and driveways in clean and neat condition.
- 2) Landscaping: maintain all landscaped areas in order to present a first-rate appearance at the Marketing Premises.
- 3) Restrooms: keep any public restroom facilities available at all times during all operating hours, without charge and without use of any coin-operated devices or vending machines, and keep such facilities in operating condition, clean, neat, sanitary and supplied adequately with towels, toilet paper and soap.
- 4) Driveways: keep the driveway areas clear of vehicles, equipment and obstructions which may restrict traffic flow, endanger customer safety or detract from appearance.
- 5) Vehicles: not use the Marketing Premises for the sale of new or used vehicles, not retain disabled, junk or unregistered vehicles on the Marketing Premises for more than 48 hours, and not park vehicles in areas other than those designated for parking.
- 6) Display of Merchandise: maintain any display of merchandise in a neat,

- 7) pleasing and attractive manner.
- 7) Signs: ensure that all signs that display Product supplier's name, markings or colors conform to Product supplier's graphics standards, and ensure that all other signs are maintained in a neat and professional manner. Removing or adding signs to the canopy, columns, fascia, price signs or light poles is strictly prohibited.
- 8) Light bulbs: immediately replace all burned out light bulbs and light tubes.
- 9) Trash: not permit the accumulation of trash, used tires, junk auto parts or other debris on the Marketing Premises; and
- 10) Painting: maintain the paint on all curbs, islands and driveway cuts in accordance with COMPANY standards and, when painting any portion of the Marketing Premises, provide for safety by placing pylons, cones or similar obstructions around the painted areas and posting signs until the paint is dry;

11. CUSTOMER SERVICE

MARKETER shall:

- 1) render prompt, fair, courteous and efficient service to MARKETER'S customers;
- 2) provide qualified personnel to render the same high-quality service to customers;
- 3) maintain the Marketing Premises in a manner, which will foster customer acceptance of COMPANY Products;
- 4) maintain any public restroom as provided in Section 10;
- 5) not employ or permit any illegal, unethical, coercive, deceptive, or unfair practices in the management of the business; and
- 6) price all products and services as MARKETER shall determine, provided same are lawful.

MARKETER shall manage the business so as to minimize customer complaints. MARKETER shall promptly investigate any customer complaint received and shall make such adjustments as are reasonable and appropriate. Customer complaints arising out of credit card transactions shall be subject to the provisions of COMPANY'S credit card agreement.

12. ENVIRONMENTAL PROTECTION

MARKETER acknowledges that the Marketing Premises contain underground tanks owned or controlled by MARKETER for the storage of petroleum products and that the release of such products into the environment can cause serious damage. MARKETER acknowledges that it is MARKETER'S personal responsibility to take steps to detect tank or piping leaks so as to safeguard the environment and prevent loss to either MARKETER or COMPANY. To the extent that requirements relating to environmental protection, including sampling of monitoring wells, preparing records or reports, or complying with notification requirements are communicated by MARKETER, MARKETER shall fully comply with all such requirements. MARKETER shall maintain all required records or reports on the Marketing Premises for a period of three years, or such longer period as required by applicable law,

and such records or reports shall also be available for inspection by COMPANY or by government authorities as required by applicable law.

B. Notice; Remedy. MARKETER shall advise COMPANY immediately by telephone call of any failure in any tanks or equipment used for the storage, handling or dispensing of Products at the Marketing Premises.

COMPANY may, in its sole discretion, refuse to make Products deliveries into any affected tank or tanks until the fault is corrected, and shall not be liable for lost business or profits, or for incidental or consequential damages, arising from any such refusal to make deliveries. MARKETER shall exercise the highest degree of care and diligence in the handling, storage and sale of all Products delivered to the Marketing Premises and shall protect the quality of those Products, including protecting them from contamination by water or any other substance or adulteration. MARKETER shall inspect all storage tanks daily for water accumulation. If water exceeds 3/4-inch depth in any tank, MARKETER shall immediately take such action as is necessary to correct the situation.

COMPANY may, at its sole discretion, refuse to make Product deliveries into any affected tank or tanks until the fault is corrected.

C. Compliance with Law. MARKETER shall comply fully with all applicable law with respect to water, soil and air environmental protection, including waste disposal.

13. PRODUCT SUPPLIER'S CREDIT AND DEBIT PROGRAM

Retail Credit and Debit Program Participation. For so long as COMPANY offers to MARKETER and MARKETER elects to participate in Product supplier's Retail Credit and/or Debit Program ("Program"), MARKETER shall comply with the Program, as the same may be amended by COMPANY from time to time, as set forth in COMPANY'S current Credit Card Instructions. MARKETER shall cooperate fully in preventing sales to persons not authorized to use the credit or debit card presented for payment. MARKETER acknowledges receipt of a copy of the instructions, and that MARKETER has read them and is familiar with them. MARKETER will ensure that MARKETER'S employees read and become familiar with the instructions and that the instructions are maintained on the Marketing Premises for reference by MARKETER and MARKETER'S employees. MARKETER shall be responsible for the acts of MARKETER'S employees with regard to the instructions. COMPANY reserves the right to terminate or otherwise limit MARKETER'S participation in the Program upon notice. As part of MARKETER'S participation in the Program, MARKETER agrees to participate in Product supplier's Point of Sale ("POS")

Program. MARKETER'S also agrees to execute Product supplier's POS Participation Agreement and its Maintenance and System Access Agreement for Electronic Point of Sale Terminals.

B. Reimbursement for Credit and/or Debit Transactions. For all sales made by MARKETER in accordance with the Program, COMPANY shall pay MARKETER, or credit to MARKETER'S account, at COMPANY'S discretion, the face amount of each credit or debit sales ticket delivered or electronically sent to COMPANY, less such charges as COMPANY may establish for participation in the Program, provided any required manual delivery of the credit or debit sales ticket is made within the time specified by COMPANY, but not later than 15 days after such sale.

C. Remedies. If MARKETER fails to comply with the instructions, Point of Sale Participation Agreement for Electronic Credit Card Point of Sale Terminal, including the requirement that MARKETER take reasonable precautions to prevent sales to unauthorized persons, COMPANY may, in addition to any other remedy which may be available to it, take any one or more of the following actions it deems necessary in its sole discretion:

- 1) charge back to MARKETER'S account the amount of any credit or debit transaction and any damages suffered by COMPANY;
- 2) on notice to MARKETER, impose special terms and procedures on MARKETER'S participation in the Program; or
- 3) on notice to MARKETER, exclude MARKETER from participation in the Program.

MARKETER'S failure to comply with the instructions, Point of Sale Participation Agreement or Lease Agreement for Electronic Credit Card Point of Sale Terminal, or MARKETER'S failure to pay promptly any charge to MARKETER'S account resulting from such failure, shall constitute a default of this Agreement. MARKETER shall, upon COMPANY'S request, immediately return to COMPANY any manual credit card imprinter and/or electronic credit card point of sale terminal provided to MARKETER by COMPANY.

14. TAXES; EXPENSES; PERMITS

MARKETER shall pay to COMPANY any present or future tax, duty, fee or governmental charge on COMPANY which is on or measured by (1) this Agreement; (2) the products purchased pursuant to this Agreement; (3) the raw materials or constituent materials from which such products are derived; or (4) the importation, refining, manufacture, sale, use, possession, transportation, handling or disposal of said raw materials, products or constituent

materials. Such tax, duty, fee or other governmental charge shall be paid by MARKETER to COMPANY unless such charge is included in the price of the products purchased under this Agreement or unless MARKETER is required to pay such charge directly to the governmental taxing authority.

B. Expenses. Except as otherwise provided in this Agreement, or in any agreement between the parties covering the Marketing Premises, MARKETER shall pay all expenses, taxes and fees including, but not limited to, business use taxes, in connection with the maintenance and operation of the Marketing Premises, the conduct of the business thereon, and the management of the business.

C. Permits. MARKETER shall obtain and keep in good standing all permits and licenses required for the management and operation of the business at the Marketing Premises, obtain all required renewals or extensions, and comply with all applicable law.

15. TERMINATION AND NONRENEWAL

A. Termination or Nonrenewal of Agreement and Relationship. COMPANY may terminate or nonrenew this Agreement by giving 90 days' written notice of the effective date of termination. Upon termination or nonrenewal, COMPANY'S normal checkout procedures shall be followed.

B. Right of Termination Due to Governmental Action. If any federal, state or local governmental action results in the adoption of orders, rulings, ordinances, regulations, laws or other requirements that (1) significantly alter the reasonable expectations of the parties at the time of entering into this Agreement; or (2) result in the imposition of an obligation upon COMPANY to install or construct equipment, facilities, or improvements on the Marketing Premises and, in COMPANY'S sole judgment, the cost of such installation would be uneconomical to COMPANY; or (3) modify in any way the present relationship of COMPANY relationship to Product supplier, then COMPANY may terminate this Agreement upon not less than 180 days' notice to the MARKETER.

Accrued Rights. Any termination or nonrenewal shall be without prejudice to COMPANY'S accrued rights.

C. Default. In the event MARKETER defaults in the performance of its duties and/or obligations hereunder, and such default is not corrected within ten (10) days after written notice thereof from the other party, then the COMPANY giving notice of such default shall have the right to terminate this agreement upon delivering written notice of such termination to the other party, or in alternative, without waiving the foregoing, COMPANY may recover from the MARKETER all damages that may be sustained by it arising

out of said default, or seek specific performance of said agreements, or avail itself to any of the other remedies at law, or in equity, to which said party may be entitled, and received attorney's fees in addition to any other relief which may be awarded.

Unless prevented by the conditions set forth in section 18, if the COMPANY fails to deliver Product, as set forth above and such failure is not corrected within ten (10) days after receiving written notice from MARKETER, then MARKETER may terminate this Agreement

In addition to any other ground, provided herein or allowed by law, for termination or cancellation of this Agreement by COMPANY at COMPANY'S sole discretion, the occurrence of any the following also constitutes a ground for termination or cancellation:

1. Insolvency of MARKETER; filing by MARKETER of voluntary petition in bankruptcy;
2. Filing of an involuntary petition to have MARKETER declared Bankrupt, provided it is not vacated within thirty (30) days from date of filing; appointment of a receiver or trustee for MARKETER, provided such appointment is not vacated within thirty (30) days from date of appointment; or execution by MARKETER of any assignment for the benefit of creditors;
3. Any assignment or attempted assignment by MARKETER of any interest in this Agreement without the COMPANY'S prior written consent;
4. Any hold or partial condemnation and taking of the marketing premises pursuant to the power or eminent domain;
5. Destruction of the premises by a force or person other than the COMPANY;
6. Failure by MARKETER to operate the marketing premises for seven (7) consecutive days or for a lesser period that under the circumstances, constitute an unreasonable period of time;
7. Failure of MARKETER to timely pay off sums to COMPANY to which COMPANY is legally entitled;
8. Intentional adulteration, mislabeling, or misbranding of motor fuels or any other trademark violation by MARKETER;
9. Failure by MARKETER to comply with federal, state, or local laws or regulations of which he has knowledge;
10. Any conviction of MARKETER of any felony involving moral turpitude.

D. Remedies of COMPANY. In the event of any default by MARKETER or any failure or refusal by MARKETER to perform any of the agreements, covenants, conditions or provisions of this Agreement, COMPANY may, in addition to its right to terminate or nonrenew this Agreement, the business and the

business relationship between the parties, suspend all deliveries of products to MARKETER until such default has been corrected or remedied. The rights and remedies given to COMPANY in this Agreement are distinct, separate and cumulative, and no one of them, whether or not exercised by COMPANY, shall be deemed to be in exclusion of any others provided for in this Agreement, or by law or equity. MARKETER shall pay COMPANY'S reasonable attorneys' fees and costs in the event COMPANY sues successfully to enforce any of the provisions of this Agreement.

16. ASSIGNMENT

- A. Assignment by Marketer. MARKETER acknowledges that this Agreement is personal to MARKETER. Any attempt by MARKETER to transfer this Agreement, or any interest therein, in whole or in part, by assignment, sale, gift, mortgage, pledge or other means, without COMPANY'S prior written approval, shall constitute a default of this Agreement and any such transfer shall be void. Any proposed transferee must meet COMPANY'S normal standards including, but not limited to, credit, financial condition, business and personal qualifications, and business obligations. Acceptance of checks, course of dealing, correspondence, interviews or business counseling by COMPANY, from or with persons other than MARKETER, or the successful completion of any MARKETER training by the proposed transferee, shall not be deemed to be a consent or acquiescence to an attempted or proposed transfer. MARKETER shall comply strictly with any applicable state law governing assignment.
- B. Assignment by COMPANY. COMPANY may assign this Agreement and relationship to any other affiliated corporation. Such assignment shall not affect MARKETER'S rights and obligations under this Agreement in any way.

17. SIGNIFICANCE OF TERMS AND CONDITIONS

COMPANY REPRESENTS THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE OF MATERIAL SIGNIFICANCE TO THE RELATIONSHIP CREATED HEREBY AND SHALL REGARD ANY BREACH OF SUCH TERMS AND CONDITIONS AS SUBSTANTIAL. MARKETER ACKNOWLEDGES NOTICE OF THE SIGNIFICANCE COMPANY ATTACHES TO EACH TERM AND CONDITION. THE PARTIES ALSO ACKNOWLEDGE THAT THIS AGREEMENT MAY BE SUBJECT TO THE PETROLEUM MARKETERS PRACTICES ACT (PMPA), AND NOTHING CONTAINED HEREIN IS INTENDED TO REDUCE THE RIGHTS OF EITHER PARTY AS ESTABLISHED THEREBY.

18. ALLOCATION OF RISK

A. General Contingencies; Force Majeure. COMPANY shall not be liable for loss, damage, or demurrage due to any delay or failure in performance arising out of any cause which COMPANY determines is beyond its reasonable control when acting in good faith and in the ordinary course of business including, but not limited to:

- 1) Governmental Action: compliance with any action, order, direction, request, or control of any governmental authority or person purporting to act therefore; or
- 2) Force Majeure: interruption, unavailability or inadequacy of the supply of products of or any facility of production, manufacture, storage, transportation, distribution or delivery contemplated by COMPANY for any reason including, but not limited to, wars, hostilities, public disorders, acts of enemies, sabotage, strikes, lockouts, labor or employment difficulties, fires, floods, acts of God, accidents or breakdowns, plant shutdowns for repairs, maintenance or inspection, or weather conditions.

COMPANY shall not be required to remove any such cause or replace the affected source of supply or facility if it shall involve additional expense or a departure from its normal practices. MARKETER shall not be liable for failure to receive products if MARKETER is prevented from receiving and using them in MARKETER'S customary manner by any cause beyond MARKETER'S reasonable control.

B. Allocation. If there is, or COMPANY believes in its reasonable opinion there may be, a shortage of supplies, for whatever reason, so that COMPANY is or may be unable to meet the demands of some or all of its customers, COMPANY may allocate to and among its retail customers such quantities of product that COMPANY determines in the exercise of its ordinary business judgment it has available for distribution to that class of trade from any given terminal or point of supply, provided that COMPANY'S plan of allocation shall not unreasonably discriminate between MARKETER and COMPANY'S other retail customers which are supplied by the same terminal or point of supply. COMPANY shall not be required to make up any deliveries or quantities including, but not limited to, deliveries or quantities omitted pursuant to COMPANY'S right to allocate product among its retail customers, nor shall COMPANY be liable for any damages or losses in connection with such omitted deliveries or quantities. In the event of any such allocation, the minimum purchase obligations shall be adjusted proportionately. In all situations of perceived or actual supply shortages, COMPANY may join or comply with any voluntary or non-

mandatory price, supply, allocation or delivery restriction systems or programs designed and/or supported by any governmental authority. Any decision or determination made by COMPANY pursuant to this shall be made in COMPANY'S sole discretion when acting in the ordinary course of business.

C. Indemnity. MARKETER shall defend, indemnify and hold harmless COMPANY, including its agents, servants, directors, employees, subsidiaries, affiliates, successors and assigns, from and against each and every loss, cost, claim, obligation, damage, liability, payment, fine, penalty, cause of action, lien or expense including, but not limited to, reasonable attorneys' fees and other litigation expense, which results from or arises out of or is attributable in any way to any of the items listed below, regardless of whether caused in part by the negligence of COMPANY, but not which results from COMPANY'S sole negligence. "MARKETER" shall include MARKETER and any of MARKETER'S employees, agents, or others acting under or on behalf of MARKETER.

- 1) Any violations of law caused by any act or omission, whether negligent or otherwise, of MARKETER.
- 2) Any environmental contamination or occurrence affecting or arising out of the Marketing Premises, or any environmental contamination or occurrence arising out of any breach by MARKETER of the provisions of Section 10 f this Agreement.
- 3) Any failure by MARKETER to comply with MARKETER'S maintenance obligations as set forth in this Agreement. "Failure" shall include unreasonable delay.
- 4) Death, personal injury, property damage or any other injury or claim arising out of MARKETER'S use, occupancy, operation or maintenance of the Marketing Premises, including adjacent sidewalks, drives and curbs.
- 5) Operation of MARKETER'S business, management of the business or operation of the Marketing Premises.
- 6) MARKETER'S employment of personnel in connection with MARKETER'S operation of the Marketing Premises, management of the business or conduct of MARKETER'S business or businesses.
- 7) Activities of any third parties acting on behalf of MARKETER with respect to the Marketing Premises, management of the business or conduct of MARKETER'S business or businesses.
- 8) Any claims by creditors of MARKETER.
- 9) Any failure to obtain or keep current the amounts and types of insurance required by this Agreement or to comply with the terms and conditions of the insurance obtained.

D. Liquidated Damages. It is understood that COMPANY is relying on sales to MARKETER of the minimum product quantities and that any repudiation of this Agreement and failure to purchase those minimum product quantities by MARKETER will result in serious losses to COMPANY. MARKETER and COMPANY acknowledge that the amount of those losses is and will be difficult to determine. It is agreed, therefore, that upon any repudiation of this Agreement by MARKETER, MARKETER shall pay to COMPANY as liquidated damages to compensate for

such losses, the per gallon price for products not supplied by COMPANY as set forth in section 8 multiplied by the minimum number of gallons, measured from the time of repudiation to the end of the term of this Agreement.

E. Notice of Claims. COMPANY shall have no liability to MARKETER for any defect in quality, or shortage in quantity, of any products delivered unless MARKETER gives COMPANY notice of MARKETER'S claim within: (1) two days after delivery for shortages in quantity of products; or (2) four days after delivery (or discovery in the case of any latent defect) for quality deficiencies, and further provides COMPANY with reasonable opportunity to inspect the products and take test samples. Any other claim by MARKETER of any kind, based on or arising out of this Agreement or otherwise, shall be waived and barred unless COMPANY is given written notice within 90 days after the event, action or inaction to which such claim relates. Notwithstanding notice by MARKETER to COMPANY, any claim by MARKETER shall be subject to the provisions of mandatory arbitration as here and after set forth.

F. Limitation of Liability. In no event shall COMPANY be liable for prospective profits or special, incidental, indirect, punitive or consequential damages.

G. Release. In consideration of COMPANY'S execution of this Agreement and the parties' mutual covenants, MARKETER expressly releases COMPANY from any and all claims which MARKETER may have against COMPANY on the date of this Agreement, except only those claims, if any, expressly reserved by MARKETER in a schedule which may be attached hereto.

H. Types of Insurance Required. MARKETER shall obtain, renew, and keep current during the term of this Agreement all insurance required by applicable law and, in addition, insurance satisfactory to COMPANY including, but not limited to, the following minimum insurance:

- 1) general liability insurance with limits of not less than \$500,000 per occurrence, and with COMPANY named as an additional insured, which includes coverage for (a) contractual liability; (b) the sale of food and beverages (unless no sales of food and beverages are made at the Marketing Premises), in which event such coverage is not required by this Agreement; and vehicles owned or operated in the course of MARKETER'S business;
- 2) workers' compensation insurance to provide full coverage for any statutory benefits required by all laws applicable to MARKETER'S employees;
- 3) employer's liability insurance with a limit of not less than \$100,000 per accident;
- 4) liquor liability insurance in an amount not less than \$500,000 per occurrence with COMPANY named as an additional insured (unless no sales of alcoholic beverages are made at the Marketing Premises, in which such event liquor liability insurance is not required by this Agreement) to the

- 5) extent such insurance is reasonably available as determined solely by COMPANY; and environmental impairment type liability insurance covering acts or omissions of MARKETER (including MARKETER'S agents, servants, and employees), in whole or in part, in an amount not less than \$100,000 per occurrence, or as required by law, with COMPANY named as an additional insured, to the extent such insurance is reasonably available as determined solely by COMPANY.

I. Other Insurance Requirements. All insurance shall be underwritten by insurance companies authorized to do business within the state in which the Marketing Premises is situated. MARKETER shall pay all premiums and assessments charged for such insurance when due. Each insurance policy shall have a provision, which requires that COMPANY be given at least 10 days' written notice before any termination, cancellation or material change shall become effective. In the event that any such policy is terminated, canceled or materially changed, MARKETER shall promptly, prior to the expiration date or change of such policy, procure a new or substitute policy containing the same or additional coverage as was previously provided, such policy to begin coverage concurrent with the expiration of the canceled or terminated policy or with the effective date of the material change. MARKETER shall comply with all policy terms and conditions and the directions of the insurance carrier, its ratings bureau and the National Fire Protection Association. All insurance maintained by MARKETER shall be primary if similar or complementary insurance is also maintained by COMPANY. All claims, losses or damages which are covered by MARKETER'S insurance but are not recoverable from MARKETER'S insurers due to the application of a deductible clause or to MARKETER'S failure to observe the terms and conditions of the insurance coverage are solely MARKETER'S responsibility.

Binders of coverage evidencing insurance required by this Agreement shall be provided to COMPANY no later than the commencement of the term of this Agreement, and certificates evidencing such insurance shall be provided to COMPANY no later than 60 days after the effective date of the policy or renewal policy.

19. EQUIPMENT TO BE FURNISHED BY THE COMPANY

The COMPANY shall, at its expense, furnish the following services, materials, and equipment required by MARKETER'S operations hereunder: (1) brand identification sign, price sign, numbers; (2) manual credit-card imprinter; (3) labor and materials necessary for the maintenance of said equipment, (4) one Gilbarco Passport and installation. COMPANY shall be reimbursed for labor and materials where maintenance occasioned by the

negligence or willful misconduct of MARKETER, its employees or its customers.

20. TERM

The base term of this Marketing Agreement shall be for a period of ten (10) years from January 11, 2010. The term shall automatically be deemed renewed for one year and shall automatically be similarly renewed from year to year thereafter until such notice of termination shall be given prior to the end of any yearly period. Termination of this Marketing Agreement shall not discharge either party of its duties and obligations occurring prior to termination.

21. GOVERNING LAW AND ARBITRATION

- A. THIS AGREEMENT, INCLUDING ALL MATTERS RELATING TO ITS VALIDITY, CONSTRUCTION, PERFORMANCE, AND ENFORCEMENT, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. In the event of any conflict of law, the laws of Texas shall prevail, without regard to the application of Texas conflict-of-law rules. If, however, any provision of this Agreement would not be enforceable under the laws of the State of Texas, and if the Facility is located outside of Texas and such provision would be enforceable under the laws of the state in which the Facility is located, then, such provision shall be interpreted and construed under the laws of that state.
- B. The Parties hereto agree that any and all disputes between them, and any claim or controversy arising out of, or related to this Agreement, or the making, performance, or interpretation thereof, shall be finally settled solely and exclusively by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") or any successor organization. The place of arbitration shall be Sherman, Texas, and the laws applicable to the arbitration procedure shall be the laws of the State of Texas.
- C. The procedure for the selection of the arbitrator(s) shall be prescribed by the AAA or its successor, provided, however, that if the AAA or a successor is not in existence or does not provide such a procedure, then each party hereto shall select one arbitrator and said arbitrators shall select a third.
- D. The award of the arbitrator(s) shall be the sole and exclusive remedy between the parties regarding any claims, counterclaims, issues, or accountings presented or pled to the arbitrator(s); shall be made and shall

promptly be payable free of any tax, deduction, or offset; and any costs, fees, taxes incident to enforcing the award shall, to the maximum extent permitted by law be charged against the party resisting such enforcement. Judgment upon the award of the arbitrator(s) may be entered in the court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the award or for an order of enforcement.

- E. The cost of arbitration shall be taxed and borne as provided by the Uniform Arbitration Act, as in force in the State of Texas.
- F. Nothing herein contained shall bar the right of either party to obtain injunctive relief against threatened conduct that will cause loss or damages under the usual equity rules, including the applicable rules for obtaining preliminary injunctions; provided, however, that such relief must be sought only from a court of competent jurisdiction which is located within Grayson County, Texas.
- G. No right or remedy conferred upon or reserved to any party to this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.
- H. To the extent permitted by applicable law, each party hereto irrevocably waives trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by any of them against any of the others, whether or not there are other parties in such action or proceeding. To the extent permitted by applicable law, any and all claims and actions arising out of or relating to this Agreement brought by any party hereto against the other, shall be commenced within two (2) years (provided, however, that tort claims and actions shall be commenced within one (1) year) from the occurrence of the facts giving rise to such claim or action, whether the occurrence of such facts is known or unknown, or such claim or action shall be barred.
- I. Each of the parties hereto hereby waive, to the fullest extent permitted by law, any right to or claim of any punitive or exemplary damages against the other and agree that in the event of a dispute between them each shall be limited to the recovery of any actual damages sustained by it.

22. FINAL AUDIT AND ACCOUNTING

Upon termination of this agreement, an audit and inventory will be completed as soon as possible at the

property, and the original copy of such audit and inventory shall be forwarded to the COMPANY where the audit will be extended and MARKETER account totaled. Upon final determination of the balance in MARKETER'S account, if any, the COMPANY shall pay any credit balance due to MARKETER. In event that the final balance shows that MARKETER is indebted to the COMPANY, then the COMPANY shall have the right to deduct such balance from any other account owed to MARKETER. If, after making all proper deductions, there is a balance owing to the COMPANY, MARKETER will immediately pay said balance in full to the COMPANY at its regular place of business, upon demand. If, after making all proper deductions, there is a balance owing to the MARKETER, COMPANY will immediately pay said balance in full to the MARKETER at its regular place of business, upon demand.

23. INDEPENDENT CONTRACTOR

It is agreed and understood that MARKETER is an independent contractor with full power and authority, except as specifically provided otherwise herein, to select the means, method, and matter of performing the work it is to perform under this Agreement, with full and exclusive control over the personnel in connection therewith, the COMPANY being interested only in the results obtained. The relationship between MARKETER and COMPANY in connection with said service and in connection with the sale of said products by MARKETER shall be that of independent parties and shall in no event be a Joint venture, Partnership or joint undertaking of any kind. COMPANY shall have no authority or supervision over, and no responsibility whatsoever for, the employment, supervision and/or actions of MARKETER and/or MARKETER'S employees in the sale, dispensing or delivery of the Products at retail or collection therefor, and shall in no event be responsible for negligence of MARKETER and/or his employees. Neither MARKETER nor any of the individuals whose compensation for services is paid by MARKETER is in any way directly or indirectly, expressly or by implication, an employee of COMPANY, and MARKETER accepts exclusive responsibility for compliance with all state and federal laws relating to employment and all the incidents thereof with respect to MARKETER or individuals whose compensation for services is paid by MARKETER.

24. WAIVER

Unless a specific time requirement is set forth in this Agreement, no failure or delay on the part of COMPANY or MARKETER in exercising any of their respective rights under this Agreement shall operate as a waiver or such rights. No single or partial exercise of any rights under this Agreement shall preclude any other or further exercise of such rights or the exercise of any other right under this Agreement.

25. NOTICE

Every notice, request, statement, or bill provided in this agreement shall be in writing directed to the party to whom given, made, or delivered at such party's address as follows:

COMPANY: W. Douglass Distributing, LTD
 PO Box 1124
 Sherman, Texas 75091

MARKETER: Charlie Hall dba Hall's Grocery
 4200 Galde Rd
 Colleyville, Texas 76034

or at such other office address as such party shall from time to time designate as the address for such purpose, by certified or registered mail with return receipt requested addressed to the other party, with proper postage affixed.

26. BUSINESS OPERATIONS

MARKETER warrants to COMPANY that MARKETER is operating (and will operate throughout the term of this Agreement) MARKETER'S general business at the location at which COMPANY'S equipment forms a part; that the sale of COMPANY'S products will not constitute a substantial part of the business conducted or to be conducted by MARKETER at said location; that the sale of other products by MARKETER at said location will substantially exceed the dollar amount and volume of COMPANY'S products to be sold by MARKETER hereunder; that MARKETER will not depend for its livelihood to any substantial degree upon the sale of the COMPANY'S products under this Agreement.

27. MINIMUM PRODUCT PURCHASES

<u>YEAR</u>	<u>MONTHLY PURCHASE OBLIGATION</u>	<u>YEARLY PURCHASE OBLIGATION</u>
1.	60,000	720,000
2.	60,000	720,000
3.	60,000	720,000
4.	60,000	720,000
5.	60,000	720,000
6.	60,000	720,000
7.	60,000	720,000
8.	60,000	720,000
9.	60,000	720,000
10.	60,000	720,000

28. HEADINGS

The headings and organization of the Articles and paragraphs of this Agreement are for convenience only and in no way limit, amplify or otherwise affect the terms and conditions herein.

29. COMPLIANCE WITH LAWS; SEVERABILITY OF PROVISIONS

Both parties expressly agree that it is not the intention of either party to violate statutory or common law and that if any sentence, paragraph, clause or combinations of same is in violation of any law, such sentences, paragraphs, clauses or combinations of same shall be inoperative and the remainder of this agreement shall remain binding upon the parties.

30. ACCORD

The parties to this Marketing Agreement have discussed the provisions herein and find them fair and mutually satisfactory, and further agree that in all respects the provisions are reasonable and of material significance to the relationship of the parties hereunder, and that any breach of a provision by either party hereto or a failure to carry out same in good faith shall conclusively be deemed to be substantial. COMPANY'S right to require strict performance shall not be affected by any previous waiver or course of dealing.

31. ENTIRE AGREEMENT

This instrument, including any documents incorporated herein, contains the entire agreement covering the subject matter and supersedes any prior Marketing Agreements, MARKETER Contract, or Motor Fuels Agreement between the parties with respect to the Marketing Premises. THERE ARE NO ORAL UNDERSTANDINGS, REPRESENTATIONS, OR WARRANTIES AFFECTING THIS AGREEMENT, WHICH ARE NOT FULLY SET FORTH HEREIN. No modification of this Agreement shall be binding on COMPANY unless in writing and signed by an executive officer with COMPANY.

32. SUCCESSORS AND ASSIGNS

The covenants and provisions hereto shall extend to and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals as of the date first above-mentioned.

COMPANY:

W. DOUGLASS DISTRIBUTING, LTD.

BY: 

Brad Douglass

ITS: President

DATE: 1/11/11

MARKETER:

CHARLIE HALL dba HALL'S GROCERY

BY: 

Charlie Hall

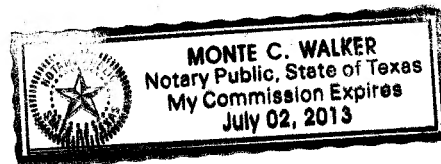
ITS: _____

DATE: 1/11/2011

THE STATE OF TEXAS)
COUNTY OF Corpus Christi)

This instrument was acknowledged before me by Brad Douglass, of W. DOUGLASS DISTRIBUTING LTD., this
11th day of January 2011.

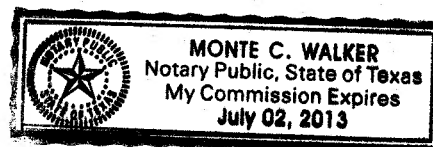
Monte C. Walker Notary Public, State of Texas



THE STATE OF TEXAS)
COUNTY OF Tarrant)

This instrument was acknowledged before me by Charlie Hall of CHARLIE HALL dba HALL'S GROCERY., this
11th day of January 2010.

Monte C. Walker Notary Public, State of Texas



MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

DOUGLASS DIST.
325 E FOREST AVE
SHERMAN, TX 75090

Submitter: DOUGLASS DIST.

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 1/12/2011 11:25 AM

Instrument #: D211010003

OPR

37

PGS

\$156.00

By: _____

Mary Louise Garcia

D211010003

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: VMMASSINGILL